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*Special Counsel to Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:
PG&E CORPORATION,
-and-
PACIFIC GAS & ELECTRIC COMPANY,
Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in Lead Case No.
19-30088 (DM).*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**CERTIFICATION OF GREGG M. FICKS
IN SUPPORT OF THIRD INTERIM AND
FINAL FEE APPLICATION OF
COBLENTZ PATCH DUFFY & BASS LLP
FOR ALLOWANCE AND PAYMENT OF
COMPENSATION AND
REIMBURSEMENT OF EXPENSES
(FEBRUARY 1, 2020 THROUGH JULY 1,
2020; JANUARY 29, 2019 THROUGH
JULY 1, 2020)**

Date: TBD

Time: TBD

Place: United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

Judge: Hon. Dennis Montali

Objection Deadline: September 21, 2020 at
4:00 p.m. (Pacific Time)

1 I, Gregg M. Ficks, hereby certify as follows:

2 1. I am attorney licensed to practice law in the State of California. I am a partner at
3 the law firm of Coblentz Patch Duffy & Bass LLP, Special Counsel to the Debtors,¹ and am
4 authorized to make this Declaration in that capacity. Except as otherwise may be stated herein, all
5 statements in this Certification are based on my personal knowledge, and, if called upon to do so, I
6 could and would testify to them.

7 2. I make this Certification in support of the *Third Interim and Final Fee Application*
8 *of Coblentz Patch Duffy & Bass LLP for Allowance and Payment of Compensation and*
9 *Reimbursement of Expenses (February 1, 2020 through July 1, 2020; January 29, 2019 through*
10 *July 1, 2020)* (the “**Interim and Final Application**”) filed herewith. I am the attorney designated
11 by Coblentz to sign the Interim and Final Application on its behalf.

12 3. Pursuant to the Northern District Guidelines, I certify that:

13 A. I have read the Interim and Final Application.

14 B. To the best of my knowledge, information, and belief formed after
15 reasonable inquiry, the compensation and expense reimbursement sought in
16 the Interim and Final Application are in conformity with the Northern
17 District Guidelines, except as otherwise may be indicated in the Interim and
18 Final Application.

19 C. The compensation requested in the Interim and Final Application has been
20 billed at rates, and in accordance with, practices no less favorable to the
21 Debtors than those currently employed by the Firm and generally accepted
22 by the Firm’s clients.

23 4. There is no agreement or understanding between Coblentz and any other person or
24 entity other than the partners of the Firm for the sharing of compensation to be received for
25 services rendered in these cases.

26 5. As required by the Northern District Guidelines, the Firm has sent billing

27 _____
28 ¹ Capitalized terms not defined herein shall have the meaning ascribed to them in the Interim and
Final Application described in Paragraph 2 herein.

1 statements to the Debtors on a monthly basis. I certify that the Debtors, counsel for the Creditors
2 Committee and the TCC, and the U.S. Trustee each are being provided with a copy of the Interim
3 and Final Application in accordance with the Interim Compensation Order.

4 6. Attached hereto as **Exhibit A** is a true and correct copy of a letter transmitting the
5 Interim and Final Application to the Debtors and advising them of their rights to review and object
6 to the compensation and expense reimbursement sought therein.

7 7. The Firm responds to the questions identified in Item C.4. of the U.S. Trustee
8 Guidelines as follows:

9 Question 1: Did the Firm agree to any variations from, or alternatives to, the
10 Firm's standard or customary billing rates, fees or terms for services pertaining to this engagement
11 that were provided during the Interim and Final Fee Periods? If so, please explain. Answer: The
12 Firm discounted its 2019 standard rates for the Debtors as described in the Application seeking the
13 Firm's retention as Special Counsel [Dkt. No. 2595], and discounted its 2020 standard rates for the
14 Debtors as set forth in the Notice Regarding Rate Changes filed November 22, 2019 [Dkt.
15 No. 4845].

16 Question 2: If the fees sought in the Interim Application as compared to the fees
17 budgeted for the time period covered by the Interim Application are higher by 10 percent or more,
18 did the Firm discuss the reasons for the variation with the client? Answer: The Debtors provide
19 annual budgets to the Firm for some of the matters the Firm handles for them. These budgets are
20 subject to periodic adjustment by the Debtors as each calendar year progresses. To the extent the
21 Debtors provided annual and current budgets to the Firm for the matters the Firm is handling for
22 them as Special Counsel, the Firm has not exceeded those budgets by ten (10) percent or more
23 during the Interim Fee Period or the Final Fee Period.

24 Question 3: Have any of the professionals included in the Interim Application
25 varied their hourly rate based on geographic location of the Chapter 11 Cases? Answer: No.

26 Question 4: Does the Interim Application include time or fees related to reviewing
27 or revising time records or preparing, reviewing or revising invoices? If so, please quantify by
28 hours and fees. Answer: The Interim and Final Application includes fees for reviewing and

1 reducing proposed invoices just prior to the invoices being issued and transmitted to the Debtors,
2 and/or in conjunction with preparation of the Firm's Monthly Fee Statements, in order to seek to
3 conform the invoices to the Northern District Guidelines and the U.S. Trustee Guidelines. The
4 Firm billed for such tasks as part of a category designated as Bankruptcy-Related Matters in the
5 Interim and Final Application. The time and fees so incurred during the Interim Fee Period total
6 approximately 4.2 hours, corresponding to approximately \$2,956.80 in fees, and approximately
7 13.3 hours, corresponding to approximately \$8,706.90 in fees, during the Final Fee Period.
8 However, 9.1 of these hours during the Final Fee Period, corresponding to approximately
9 \$5,750.10 in fees, already have been the subject of fee negotiation and reduction with the Fee
10 Examiner in connection with Coblentz's First and Second Interim Fee Applications, as described
11 in Section I.C. of the Interim and Final Application.

12 Question 5: Does the Interim Application include time or fees for reviewing time
13 records to redact any privileged or other confidential information? If so, please quantify hours and
14 fees. Answer: No.

15 Question 6: Does the Interim Application include any rate increases since the
16 Firm's retention in this case? If so, did the client review and approve those rate increases in
17 advance? Did the client agree when retaining the law firm to accept all future rate increases?

18 Answer: Yes, Interim and Final Application includes rate increases since the Firm's retention in
19 this case, which increases became effective January 1, 2020. The Firm previously had advised the
20 Debtors that the Firm typically increases its hourly rates annually. The rate increases that became
21 effective January 1, 2020, were discussed with, and approved by, the Debtors prior to the
22 implementation of the new rates at such date. The new rates continue to be discounted from
23 Coblentz's standard hourly rates.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct. Executed this 31st day of August, 2020, in San Francisco,
26 California.

27 /s/ Gregg M. Ficks
28 Gregg M. Ficks